

LIMITED WARRANTY
UDF-21™ Composite Coating for Wood

What is Covered by this Limited Warranty. Manufacturer warrants that UDF-21™ is free from defects as a result of manufacturing and meets the properties published at the time of purchase.

Remedies. If such a defect appears within two (2) years from the date of purchase, Manufacturer will, at its option and sole discretion, supply replacement product (but not the labor cost, freight, taxes or other expenses associated with removal or reinstallation) or refund the original purchase price. Buyer must notify Manufacturer within 30 days after the appearance of the defect. If a maintenance coat of UDF-21™ is applied within five years of the original application, you should get up to 10 years of service life from the date of the original application.

How to file a Warranty Claim. Send a written explanation of the defect, at least four photographs of the defect(s), along with dated proof of purchase to:

Gulf Synthetics, LLC
1340 Oak Industrial Lane
Suite 300
Cumming GA 30041

Manufacturer reserves the right to request additional information along with a possible field inspection.

What is Not Covered By this Warranty. Manufacturer does not warrant the design, the engineering, nor the suitability of the structure to which this product is applied. Manufacturer does not, in any way, warrant the skid-resistance imparted to a surface by UDF-21. Each purchaser is solely responsible for determining the effectiveness, suitability, compliance with applicable codes and standards, and safety for the use of UDF-21. Modification of UDF-21 beyond the recommended paint requirement or applying less than two coats on a surface will deem this warranty null and void. Manufacturer does not warrant any topical sealers (manufactured by others) that are topically applied on UDF-21. This Limited Warranty does not cover product failure, product malfunction or any damages resulting from abnormal use, abuse, accidents, acts of God, fire, flood, hurricane, intentional acts, normal wear and tear, tornado, unreasonable use, acid rain, acts causing surface abrasion, scratches, or holes, exposure to harmful chemicals, impact from foreign objects, improper or insufficient application method(s), or improper or insufficient maintenance. **LIMITATION OF REMEDIES AND EXCLUSIONS OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT SPECIAL PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO; LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE MANUFACTURER INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PROCEEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS EXCEED MANUFACTURER'S COST FOR SUCH PRODUCTS.** Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

MERGER CLAUSE – ORAL STATEMENTS NOT BINDING. This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. Some States do not allow limitation on how long an implied warranty lasts so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from State to State. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.